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#### **Contract Database Metadata Elements**

Title: **Greater Johnstown School District and Johnstown Teachers Association (2005)**

Employer Name: **Greater Johnstown School District**

Union: **Johnstown Teachers Association**

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **5386**

Unit Size: **141**

Number of Pages: **68**

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# AGREEMENT

*between*

JOHNSTOWN TEACHERS ASSOCIATION

*and*

GREATER JOHNSTOWN SCHOOL DISTRICT

**RECEIVED** July 1, 2005 – June 30, 2008

JAN 13 2009

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

141



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AGREEMENT, made this 5th day of April 2006, by and between the SCHOOL BOARD OF GREATER JOHNSTOWN SCHOOL DISTRICT of Johnstown, New York (hereinafter referred to as the "Board") and the JOHNSTOWN TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association as the exclusive negotiating agent for all full-time certificated classroom teachers, guidance counselors, speech therapists, reading teachers, art, music, physical education teachers, librarians and social workers, teaching assistants, and excluding all others.

This recognition shall continue in effect for the maximum period allowed by law.

## ARTICLE II

### PRINCIPLES

A. Right to Join or Not Join

It is recognized that teachers have the right to join or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

B. Rights of Minorities and Individuals

The legal rights inherent in the Education Law and in the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this Agreement.

C. No Strike Provision

The Association agrees that its members will not engage in any strike, work stoppage, slowdown, or refusal to work, nor shall the Association cause, instigate, encourage, or condone a strike, because of any dispute or disagreement between the District and the Association during the term of this Agreement.



### ARTICLE III

#### AREAS FOR DISCUSSION AND AGREEMENT

The District and Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Johnstown public school system. Except as expressly provided in this Agreement, the Board reserves unto itself all rights, power, authority, duty and responsibility conferred on and vested in it by the Constitution and Laws of the State and Federal Governments.

### ARTICLE IV

#### PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Teams

Designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Opening Negotiations

Upon receipt of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. Such request shall be made on or before the 1<sup>st</sup> of February (immediately preceding the termination date hereof). The first meeting of the parties, relative to opening negotiations, will be to establish all ground rules and at the second meeting the parties will simultaneously exchange their proposals.

C. Negotiations Procedures

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Association in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph "B" above, such additional meetings shall be held as the parties may require to

reach an understanding on the issues or until an impasse is reached. Unless otherwise mutually agreed, meetings shall be held at a time other than the regular school day.

**D. Exchange of Information**

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

**E. Public Release**

The parties agree that during the period of negotiation and prior to impasse, the specific proceedings and issues being negotiated shall not be released to the public except upon mutual agreement.

**F. Reaching Agreement**

When agreement is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

**G. PERB Conferences and Hearings**

In the event that the Public Employment Relations Board requires the attendance of a teacher or teachers at a hearing or conference scheduled by PERB, the teacher will not lose pay for the time spent at the conference or hearing.

**H. Negotiated Agreement – Copies**

The Board agrees to provide the Association with two hundred (200) copies of the final Agreement for distribution to the teachers.

## ARTICLE V

### APPOINTMENTS, TRANSFERS, PROMOTIONS

#### A. Appointments

1. Lists of new teaching positions created in the District shall be made available to all teachers as soon as approved by the Board.
2. A member of the professional staff who is interested in applying for an announced position should so inform the Superintendent, in writing, no later than ten (10) school days after the date of the announcement and his/her application will receive full consideration if all qualifications and criteria for the particular position are met.

#### B. Vacancies

1. When a vacancy occurs in any professional position and a replacement is sought for the following school year, a copy of a notice announcing such vacancy will be sent to each school for posting on faculty bulletin boards prior to its being otherwise circulated.
2. A member of the professional staff who is interested in applying for an announced vacant position should so inform the Superintendent in writing no later than ten (10) school days after the date of the announcement and his/her application will receive full consideration if all qualifications and criteria for the particular positions are met.

If a vacancy occurs during the summer vacation, the announcement will be sent to the President, First Vice-President, Second Vice-President, and Secretary of the Association prior to its being otherwise circulated seeking candidate applicants.

3. A request for confidentiality by a leaving teacher will be respected.

#### C. Transfers

1. Involuntary – Except as hereinafter provided, a teacher may not be involuntarily transferred to an area where he/she does not have tenure without his/her consent.

- a. The teacher with the least seniority (years of service in a bargaining unit position in the District) in the tenure area from which the transfer is to be made, will be the teacher transferred.
  - b. Transfer will be made only after a meeting between the teacher, the Principal, and the Superintendent, at which time the teacher will be notified of the reasons for the proposed transfer. Not less than 24 hours prior to such meeting, the Association will be notified thereof and an Association representative will be permitted to participate therein.
  - c. In the event that more than one vacancy exists at the time of involuntary transfer, teachers to be involuntarily transferred shall have the right to indicate preferences and the Board shall honor such requests on the basis of qualifications including district-wide seniority.
2. Voluntary – If a teacher either requests or accepts a voluntary transfer, such transfer will be made after a meeting between the Principal and the Superintendent, at which time all of the teacher's rights will be explained to the teacher. These rights will be set forth in a written statement to the teacher within six (6) school days after the meeting.

D. Promotions

All openings for promotional positions and for positions paying salary differentials shall be posted in each school and qualified teachers desiring to do so shall make application for such positions (in writing no later than ten (10) school days after the posting date of the announcement). If a teacher applies for a promotional position, his/her application will be given full consideration if all qualifications and criteria for the particular position are met. All applications shall be submitted to the Superintendent.

## ARTICLE VI

### TEACHER WORKING CONDITIONS

#### A. Work Year

The work year shall be 187 days, inclusive of Superintendent's Conference and emergency days. The parties agreed to this change during bargaining with the intent that the teachers would not have to be in attendance for more than 184 days per school year. In other words, if the school calendar includes 186 days and no snow days need to be used in a given year, then 3 days (187 - 184) will be returned to the teachers (for example, by extending the Memorial Day weekend break).

#### B. Work Day

1. The work day for Elementary teachers shall be seven (7) hours Monday through Thursday, and six (6) hours and fifty (50) minutes on Friday and on the day immediately prior to any non-school day for students. The maximum number of instructional minutes for Elementary teachers shall be five (5) hours and thirty (30) minutes per day effective July 1, 1988.
2. The work day for Junior High teachers shall be seven (7) hours and ten (10) minutes Monday through Thursday, and seven (7) hours on Friday and on the day immediately prior to any non-school day for students.
3. The work day for High School teachers shall be seven (7) hours and ten (10) minutes Monday through Thursday, and seven (7) hours on Friday and on the day immediately prior to any non-school day for students.
4. Elementary teachers shall be scheduled to have a daily uninterrupted duty-free lunch period of at least forty (40) consecutive minutes. Junior High School and High School teachers shall be scheduled to have a daily uninterrupted duty-free lunch period of at least thirty (30) consecutive minutes.
5. All teachers in departmental areas in the Junior High School and the High School shall be scheduled to have a minimum of one (1) preparation period per day. Elementary teachers shall have at least five (5) preparation periods per week. Every effort will be made to schedule a minimum of one (1) preparation period each day for all teachers in Grades K-6 in addition to the forty (40) minute duty-free

lunch period. Such duty-free preparation period shall occur during the regular student day. On infrequent occasions, when no volunteers are forthcoming, a tenured teacher may be assigned a sixth (6<sup>th</sup>) teaching period per day. When this occurs, he/she shall be relieved of one (1) supervisory period per day. A teacher who is assigned a sixth teaching period will be paid an additional \$1,750 for each semester that he/she is assigned such additional duty. The assignment to a sixth teaching period shall not extend beyond two consecutive semesters. However, a tenured teacher may volunteer to teach a sixth period for more than two consecutive semesters. Physical education teachers assigned six classes shall not be entitled to the additional compensation set forth herein, unless they are assigned six teaching classes, one or more of which is not physical education. Moreover, physical education teachers who are assigned six physical education classes in the same building will continue to be assigned to one supervisory duty per day. However, physical education teachers who are assigned six teaching periods and travel between two buildings will not be assigned any supervisory duties.

6. AIS will be defined as an instructional period and thus eligible for compensation when assigned as a 6<sup>th</sup> period or after the normal instructional day as set forth in this agreement at B.5 above. In the event it is assigned as a 6<sup>th</sup> period, supervisory duties will be waived. Members will receive compensation on a pro-rated basis if not scheduled every day.
7. When a school building closes due to an emergency, teachers will be released from duty no more than fifteen (15) minutes after student dismissal.

### C. Teacher-Parent Relations

1. Teachers shall be required to attend two (2) parent-teacher conference nights each school year. Both parent-teacher conference nights will be scheduled in each semester of the school year on dates determined by the building principal. The parent-teacher conference night during the first semester will be held between the hours of 6:00 p.m.-8:00 p.m. The parent-teacher conference night scheduled for the second semester of the school year will be held between the hours of 4:00 p.m.-6:00 p.m. In addition, teachers will be required to attend an annual open house as planned unless excused by the building principal. Dates for the Open House will be set forth in the school calendar.

2. Teachers are free to schedule parent-teacher conferences by appointment at any time when they are not scheduled to teach or perform scheduled supervisory duties. The teacher shall notify the Principal of any scheduled parent-teacher conference.
3. No appointment with parents shall be scheduled without prior notice to the teacher.
4. Parent-teacher conferences shall be completed, if at all possible, no later than the second report period.
5. Each elementary teacher may request to have a substitute teacher for the equivalent of two (2) half days for the purpose of freeing the teacher for parent-teacher conferences. Such half-days will not be scheduled in the same week. Use of and scheduling of the half-days for parent-teacher conferences shall be subject to the final approval of the Superintendent or his/her designee.
6. If a parent should consult with a Principal, Vice-Principal, head teacher, or the Superintendent in any matter pertaining to his/her child's instruction, the teacher will be notified within two (2) school days by his/her administrator in order to become aware of such matters.

**D. Teaching Schedules**

1. Every effort shall be made to assign teachers in departments and areas to teach not more than three (3) or four (4) classes in succession except for art, music, and physical education at the Elementary level.
2. Every effort shall be made to schedule classes in department areas so that teachers shall not be required to teach more than two (2) content areas.
3. Teachers shall be notified in writing of their tentative programs for the coming school year as soon as practicable and not later than June 15. This date shall prevail unless there is an unusual circumstance which necessitates a further change after June 15.
4. Substitute teachers shall be hired whenever a teacher (including Junior High School remedial teachers) is absent. Remedial teachers (remedial reading, remedial math, remedial writing and speech teachers) at the Elementary and Senior High School level shall not

require a substitute until the third consecutive day of absence. In the event the District is unable to demonstrate to the Association a good faith effort to obtain a substitute, the District shall pay to the Association the sum of \$50.00 for each such instance. In no case shall a teacher be required to perform any of the duties of an absent teacher.

5. The professional staff agrees to cooperate in assisting substitute teachers in carrying out their duties and responsibilities wherever possible.
6. A substitute employed to teach full-time continuously for sixty (60) days or more shall be entitled to all benefits due a regular teacher (holidays, sick leave, bereavement leave and personal days).
7. The office of the Superintendent will furnish copies of Junior High School, High School, Elementary and special teachers' schedules to the Association by October 15 of each year.
8. Elementary teachers shall be released from their duties for one-half (1/2) days on the last two days of student attendance in a given school year.

**E. Department Coordinators**

1. The following departments may have Department Coordinators whose duties shall be the coordination of the total program of each department. The designation for each category will be reviewed annually by the JTA President and the Superintendent.

Category 1:

English 7-12

Science 7-12

Social Studies 7-12

Mathematics 7-12

Music K-12

Physical Education K-12

Category 2:

Business and Technology 7-12

Foreign Language 7-12

Family and Consumer Sciences/Home and Careers 7-12



The Superintendent will have the sole discretion regarding the determination of whether Department Coordinators will be appointed in a given department. This determination will be made on a year-by-year basis.

2. The Category 1 Coordinators set forth hereinabove will receive an annual stipend of \$2,500 for their services as Department Coordinators. The Category 2 Coordinators set forth hereinabove will receive an annual stipend of \$1,500 for their services as Department Coordinators. Department Coordinators in either category will receive a longevity payment of \$50.00 per year for each year they serve as Department Coordinators up to a maximum of \$500.00 longevity payment beginning with the 2004-05 school year.

Those Department Coordinators holding such positions in the 2002-2003 school year will continue to be paid a stipend equivalent to 6% of their base salary for the remainder of 2002-2003 school year. Department Coordinators who are reappointed (i.e., teachers who served as Department Chairpersons in 2002-2003) to Department Coordinators for the 2003-2004 school year will again receive a stipend of 6% of their salary for the 2003-2004 school year, as opposed to the fixed dollar amount set hereinabove. However, Department Coordinators who are newly appointed to the position in the 2003-2004 school year (i.e., teachers who did not serve as Department Chairperson in 2002-2003) will receive the fixed dollar amount of the stipend as set forth hereinabove. Moreover, the payment of a stipend equivalent to 6% of base salary will sunset (be deleted) at the end of the 2003-2004 school year regardless of whether any such individuals are reappointed as Department Coordinators in the 2004-2005 school year or in any school years thereafter.

3. Department Coordinators shall meet with members of their department for at least one (1) hour per month or ten (10) hours per year in department meetings and teachers will make themselves available for attendance and participation in such meetings. The Coordinator can schedule department meetings for up to two (2) hours duration, however, the maximum meeting time of ten (10) hours per year will not be increased thereby. For example, a Department Coordinator could hold a two (2) hour meeting in one month and then not hold a meeting in the following month. In any case, teachers in the department will be required to attend such meetings.

In the event that there is no Department Coordinator appointed to a given department, teachers will make themselves available for one (1) hour per month (no more than ten (10) hours per year) at the discretion of the affected teachers in collaboration with the administration.

4. Duties: As part of their duties, Department Coordinators will observe uncertified and non-tenured teachers. However, Department Coordinators are not to comment on these observations in writing unless the Building Principal and the Superintendent receive copies of such comments at the same time such written comments are provided to the teacher.
5. Department Coordinators will meet at least one (1) time per semester as requested by the Superintendent, the Assistant Superintendent, the Building Principal and/or Director. The purpose of the meeting between the Department Coordinators and the administrator will be to discuss the job performance of all non-tenured and uncertified teachers working in the department. At such meetings, the administrator will take notes of the conversations with the Department Coordinators. The Department Coordinators will sign off on or initial the notes of the discussions pertaining to the performance of the non-tenured and uncertified teachers.
6. Department Coordinators will have the right to examine the block plans, the lesson plans, and all tests of the uncertified and non-tenured teachers in the department in order to provide such teachers advice and recommendations relating to such matters. Moreover, Department Coordinators will serve as academic mentors to the uncertified and/or non-tenured teachers in the departments.
7. Prepare department agenda topics to discuss with the Building Principal and Assistant Superintendent concerning the improvement of instruction/assessment or operation of the department.
8. Provide for vertical curriculum coordination and review of assessments for all levels 7-12 within the appropriate subject area of the coordinator.
9. Keep his/her subject area teachers up-to-date on teaching methods and materials, and assessments by attending meetings, conferences and/or workshops dealing with curriculum and curriculum and assessment changes in his/her academic area.

10. Submit the minutes of such meeting to the Superintendent and Assistant Superintendent within five business days of the meeting.
11. Coordinate the use of facilities and equipment within his/her department area.
12. Develop the budget for his/her department and submit to the building principal.
13. Coordinate the preparation of subject area assessments and examinations.
14. Assist in the development of the Academic Intervention Program, particularly the implementation/reports/plans for subject area students in the AIS Program; assist in the scheduling of such students in the AIS programs.
15. Actively participate in and contribute to Professional Development activities, plans, programs and scheduling.
16. Prepare reports relevant to the Department as required by the Building Principal, Assistant Superintendent, and/or the Superintendent.
17. Participate in the initial interview process for applicants for department positions.
18. Be actively involved in scheduling (student and teacher assignments) with the Building Principal and Guidance Counselor; however, final scheduling authority remains with the District.
19. Be responsible and accountable for acknowledging department members paid leave form requests for the purpose of attending conferences.
20. Be responsible for the completion and submission of new and replacement textbook requests to the Building Principal and Assistant Superintendent.

**F. Mentors**

1. Mentors and mentor coordinators shall be compensated an annual stipend of \$1500.

2. Mentors will be required to log a minimum of sixty (60) hours per year.

G. Class Size

1. The office of the Superintendent will furnish information on the class size of each Elementary, Junior High and High School class to the Association by October 1.
2. Since the pupil-teacher ratio is an important aspect of any effective educational process and provides the limits within which any curriculum can be effectively enacted, the Board and the Association agree that every effort will be made to keep class size within reasonable, workable and efficient limits.

H. Sabbatical Leave Policy

1. Seven (7) years of service in the District are required for eligibility. A teacher may apply during his/her seventh year of service.
2. One-half (1/2) year at full pay or one (1) year at three-fourths (3/4 pay).
3. At least two (2) years of service in the District is required after return from the leave.
4. Permanent certification.
5. Superintendent will recommend grant, and Board will approve it.
6. Application for grant and a proposed program or written statement of purpose and objectives must be submitted to the Superintendent no later than January 1 for sabbatical commencing in September of the following school year and by April 1 for sabbatical commencing January of the following year. The Board must reply through the Superintendent within sixty (60) days from the above-mentioned times.
7. Person receiving grant remains on payroll as usual, receiving checks during regular payroll. Payments will be based on salary step person would have been on during leave.
8. Hours earned during leave will apply in pay schedule.
9. Seven (7) years must elapse before person can apply for second leave.

10. The salary paid under the provisions of the sabbatical leave policy will not affect or in any way be affected by possible grants or additional aid from outside sources, either being awarded or achieved.
11. Number of leaves granted in any one year shall be the prerogative of the Board. If the Board denies a sabbatical leave request, it must provide good and sufficient reasons in adequate detail.
12. A teacher on sabbatical will retain all benefits on the same basis as if such teacher were on full-time duty. If the teacher does not leave on his/her sabbatical until after the school year begins, or returns from his/her sabbatical before the school year ends, such teacher will be required to perform teaching related duties as may be designated by the Superintendent.

I. **Leave of Absence**

1. A leave of absence without pay may be granted to a teacher at the recommendation of the Superintendent with the approval of the Board. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, will be restored upon return and he/she will be assigned to the same or to a substantially similar position which was held at the time said leave commenced, if available.
2. Upon request, an unpaid leave of absence of a maximum of two (2) years will be granted to each teacher for the purpose of child-rearing leave. Such leave shall be in compliance with the Rules and Regulations laid down by the New York State Human Rights Commission. If a teacher requests a one year leave, he/she will have the option to extend the leave for a second year provided he/she notifies the Superintendent by February 1 of the intentions to extend the leave. If such leave is requested for a midterm or a January to January time period, the teacher will be required to notify the Superintendent of the intent to extend the leave for a second year by July 1 of the school year. The February 1 and July 1 dates may be extended with the permission of the Superintendent. All benefits to which a teacher was entitled at the time the leave of absence commenced will be restored upon return and the teacher will be assigned to the same or a substantially similar position which was held at the time said leave commenced, if available.

**J. Sick Leave, Bereavement Leave, Personal Leave, Sick Bank, Professional Staff**

1.a. Absences without loss of pay will be permitted for personal illness in accordance with the following:

- 1) All ten-month employees shall be entitled to fifteen (15) days of absence without loss of pay each school year, eleven-month employees shall be entitled to sixteen (16) days; twelve-month employees shall be entitled to seventeen (17) days. Up to five (5) days of this leave may be used by the teacher for serious illness in the immediate family as defined in Section b(1) hereof.

However, the family illness leave (non-cumulative) of Section b(3) shall be separate and apart from the leave under this paragraph.

- 2) Days of unused sick leave may be accumulated to a maximum of two hundred (200) workdays.
- 3) Deductions from teachers' annual sick leave shall be made only for absences on days when school is in session.
- 4(a) The Superintendent may request that any bargaining unit member who is absent and requests use of a personal illness, family illness or serious family illness leave day under either Article VI(I)(a)(4) or Article VI(I)(b)(4), provide proof of such personal illness, family illness or serious family illness.
- 4(b) Such request must be based upon a reasonable suspicion that the bargaining unit member may have abused or misused such day(s) and must be in writing to the bargaining unit member.
- 4(c) The bargaining unit member must respond to the Superintendent, in writing, within three (3) days of receipt of the request for proof of illness.
- 4(d) If the bargaining unit member cannot provide any credible proof of such illness, then the District may provide him/her with a letter of counsel and notice that proof may be required in the future for use of personal illness, family illness, or serious family illness leave.

- 4(e) Bargaining unit members who abuse or misuse personal illness, family illness or serious family illness days will be subject to loss of pay for such days, disciplinary action or both.
  - 4(f) If proof of abuse or misuse exists, nothing herein shall prevent the District from taking disciplinary action or pursuing any other action available. Bargaining unit members who abuse or misuse personal illness, family illness or serious family illness days will be subject to loss of pay for such days, disciplinary action or both.
- b. Absences without loss of pay will be permitted for death or serious illness in the immediate family according to the following:
- 1) The term "immediate family" includes persons in the following relationship to a teacher: spouse, children, parents, grandparents, grandchildren, siblings, mother-in-law, father-in-law, and persons permanently residing in the same household.
  - 2) Each teacher may be allowed a maximum of five (5) consecutive days for a death in the immediate family. Total bereavement leave may not exceed fifteen (15) days in any one school year (noncumulative). The Superintendent may, at his/her discretion, upon application by a teacher, grant said teacher additional days per death or per year. A teacher may take bereavement leave for the death of a brother-in-law or sister-in-law in addition to those defined as "immediate family."
  - 3) Teachers will be allowed a maximum of five (5) days per year (noncumulative) for serious illness in the immediate family. Serious illness shall be defined as such an illness which incapacitates the individual from performing his/her regular duties and where such person needs constant care, attention, and assistance when not being directly attended by a physician or a nurse.
  - 4(a) The Superintendent may request that any bargaining unit member who is absent and requests use of a personal illness, family illness or serious family illness leave day under either Article VI(I)(1)(a)(4) or Article VI(I)(1)(b)(4), provide proof of such personal illness, family illness or serious family illness.

- 4(b) Such request must be based upon a reasonable suspicion that the bargaining unit member may have abused or misused such day(s) and must be in writing to the bargaining unit member.
  - 4(c) The bargaining unit member must respond to the Superintendent, in writing, within three (3) days of receipt of the request for proof of illness.
  - 4(d) If the bargaining unit member cannot provide any credible proof of such illness, then the District may provide him/her with a letter of counsel and notice that proof may be required in the future for use of personal illness, family illness, or serious family illness leave.
  - 4(e) Bargaining unit members who abuse or misuse personal illness, family illness or serious family illness days will be subject to loss of pay for such days, disciplinary action or both.
  - 4(f) If proof of abuse or misuse exists, nothing herein shall prevent the District from taking disciplinary action or pursuing any other action available. Bargaining unit members who abuse or misuse personal illness, family illness or serious family illness days will be subject to loss of pay for such days, disciplinary action or both.
- c. Up to two (2) days of leave per year may be taken without loss of pay for religious holidays if the religion requires that the holiday be observed and prohibits working on such days.
  - d. Absences without loss of pay for personal days will be permitted according to the following:
    - 1) A teacher will be allowed two (2) personal business days per year (noncumulative) for urgent personal business. The teacher requesting such leave will not be required to state the reason for taking such leave. The request, however, shall be made in writing (if possible) through the Principal to the Superintendent.
    - 2) No personal day is to be used to extend a vacation period.
- 2. Any situation not covered by the above regulations and conditions shall, on request, be referred to the Superintendent for final disposition.



3. The policy of permitting absence without loss of pay for an individual shall be subject to revocation by the Board of Education at any time that it shall be established that the program is being misused or abused by such individual. The Board will not act arbitrarily or capriciously in this regard.
4. Absence reimbursed by Workers' Compensation will be credited or sick leave in the proportion that the reimbursement rate is to the employee's salary. In return for payment of full salary during sick leave, salary payments by the Board's insuring agency under Workers' Compensation will be paid to the District for the period covered by sick leave.
5. Per diem deductions for salaries employees for absences in excess of sick leave and for other absences:
  - a. Teachers and other employees who are employed on a ten-month basis. Per diem deduction: 1/200 of annual salary.
  - b. Those employed on an eleven-month basis. Per diem deduction: 1/220 of annual salary.
6. Whenever a regularly employed teacher is absent from his/her employment and is unable to perform his/her duties as a result of personal injury caused by an accident occurring in the actual performance of his/her duties, he/she will be paid his/her full salary during absence, which shall not be charged against sick leave.
7. The Sick Bank Policy is as follows:

Rules and procedures to be followed in carrying out a Sick Bank.

a. Eligibility

- 1) Each teacher shall become eligible to participate in the Sick Bank at the beginning of his/her fourth (4<sup>th</sup>) year of continuing service in the Greater Johnstown School District.
- 2) An eligible teacher may elect not to participate.
- 3) A member may elect to withdraw at any time, but he/she will forfeit any days accrued as well as any sick leave days deposited.

- 4) Any member joining after January 31, 1975, will be eligible for four (4) days in his/her first year regardless of years of service in the School District.

b. Source of Sick Bank Deposits

- 1) Each member shall voluntarily deposit one (1) day from his/her regular sick leave upon entering the Sick Bank (e.g., 130 teachers = 130 days for deposit).
- 2) Members will be admitted only once during each school year in the month of September. Each new member joining will be required to deposit one (1) day of his/her sick leave.
- 3) The number of days remaining on deposit in the Sick Bank shall be carried from one school year to the next, until the number of days on deposit reaches one hundred (100), at which time each member will be called upon to deposit one (1) day of his/her regular sick leave.

c. Accrual of Days in the Sick Bank

- 1) Each member will accrue four (4) days per year in the Sick Bank aside from his/her regular sick leave.
- 2) A maximum of ninety (90) days may be accrued in the Sick Bank.
- 3) After a member has accumulated the maximum days of unused regular sick leave, he/she may then accumulate Sick Bank days at the rate of nineteen (19) days per year until the maximum of ninety (90) days in the Sick Bank is reached, except that the number of days credited in any one year shall not be greater than nineteen (19) sick leave and Sick Bank days combined.
- 4) Payment for Sick Bank days used will be at the teacher's regular salary rate.

d. Determination of the Use of Days from the Sick Bank

- 1) Deposited Sick Bank days may be used after the member has exhausted all of his/her days of regular accumulated sick leave.
- 2) Applications for use of Sick Bank days should be submitted as soon as the need for them becomes apparent.
- 3) Applications, on forms to be provided, must be signed by the teacher and his/her physician and submitted to the Sick Bank Board of Directors.
- 4) Verification of need may also be required by the Board through its physician.

e. Operation of the Sick Bank

There shall be a Sick Bank Board of Directors consisting of two (2) members representing the Association and two (2) members of the Administrative Staff appointed by the Superintendent. It shall be their duty and function to conduct the business of the Sick Bank.

f. General Rules

- 1) Any changes to the rules of the Sick Bank shall be submitted and recommended to the Sick Bank Board who, in turn, will submit said recommendations to the Association and the Board for further consideration and study.
- 2) Any changes will have to be mutually agreed upon by both the Association and the Board.

g. Retroactive Service Credit

New members who will have been employed continuously in the School District for three (3) or more years shall receive credit for the number of years so employed after the third at the rate of four (4) days per year to the maximum of ninety (90) days, provided one (1) day of their sick leave is deposited in the bank before February 1, 1975.

h. Annual Report

The Sick Bank Board of Directors will submit an annual report to the Association and to the Board in October of each year.

K. Temporary Leave of Absence

Teachers who are designated by the Association to attend conferences of JTA state and national affiliates and the Annual Retirement meeting for election of retirement delegates shall be granted such leave with pay as is necessary in order to discharge their obligations as delegates to such conferences.

L. Compensation for Lost Time

If an assault on a teacher results in loss of time, the teacher shall be paid in full and such paid absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement. The teacher shall receive his/her regular salary less Social Security and/or Workers' Compensation benefits.

M. Teachers Who Work in Two or More Buildings and Home Teachers

1. In making out the schedules of teachers who work in two or more buildings, principals will continue the practice of giving due consideration to allowing for travel, preparation, and teaching load.
2. Teachers required to use their personal vehicles to travel on school business shall be reimbursed at the U.S. Federal IRS Business Mileage rate per mile as of July 1<sup>st</sup> of each school fiscal year, provided such travel has been approved by the Superintendent or his/her designee.
3. Each secondary (Grades 7-12) teacher of Math, Social Studies, Science, English or Second Language who does not teach either remedial education or special education and who is assigned to teach in two or more buildings shall have his/her preparation period scheduled for the last teaching period of the day so that such teachers may be available to assist students. Such teachers shall not be assigned more than one duty per day. ("Duty" is defined, for purposes of this paragraph, as study hall, lunch duty, and in-school suspension.) Such teachers shall be allowed approximately twenty (20) minutes travel time for each travel assignment made by the District. The provisions of paragraph L.1. of this Article do not apply to the teachers who are the subject of this paragraph.

## **N. Teacher Evaluation**

### **1. Observation of Probationary Teachers**

- a. At least three (3) formal observations per year by Superintendent, Assistant Superintendent for Educational Services, the teacher's Building Administrator(s), or any certified administrator employed in this capacity by the District, provided that the certified administrator supervises the member. For example, District directors who work with teachers at the K-12 level will be entitled to perform observations/evaluations of such teachers. As another example, the Assistant Principal at the high school building will be entitled to conduct observations/evaluations of teachers within that building.
- b. Teacher Observation Form to be made out in triplicate for these occasions with one copy to be given to the teacher, one copy to the Principal and one to the Superintendent.

### **2. Observation of Tenure Teachers**

- a. At least one (1) formal observation per year by Superintendent of Schools, Assistant Superintendent for Educational Services, the teacher's Building Administrator(s), or any certified administrator employed in this capacity by the District, provided that the certified administrator supervises the member. For example, District directors who work with teachers at the K-12 level will be entitled to perform observations/evaluations of such teachers. As another example, the Assistant Principal at the high school building will be entitled to conduct observations/evaluations of teachers within that building.
- b. Teacher Observation Form to be used – same as "1.b" above.

### **3. General Principles**

- a. The classrooms of all teachers (including special teachers, school nurse-teachers and counselors) may be visited by the Superintendent of Schools, Assistant Superintendent for Educational Services, Program Supervisor, the teacher's Building Administrator(s), or any certified administrator employed in this capacity by the District, provided that the

certified administrator supervises the member as often as he/she feels is necessary in order to provide whatever assistance, encouragement, demonstration teaching, and/or resource help as may be needed. For example, District directors who work with teachers at the K-12 level will be entitled to perform observations/evaluations of such teachers. As another example, the Assistant Principal at the high school building will be entitled to conduct observations/evaluations of teachers within that building.

- b. Observation should not be carried out.
    - 1) The day before or after an extended vacation.
    - 2) The day of return from illness.
    - 3) On a day when a teacher is involved in a special school-wide event.
    - 4) During American Education Week.
  - c. Suggestions from teachers for the improvement of either the observation report form or the program itself will be gladly received, in writing, or through personal conferences, by principals and Superintendent.
4. In addition to the foregoing, the following procedures are agreed upon:
- a. All monitoring or observation of the work performance of a teacher will continue to be conducted openly, with full knowledge of the teacher. Before any evaluation takes place, the Principal involved will discuss the evaluation procedure, the School District's philosophy of education, and the total evaluation system with new teachers.
  - b. Teachers must be given a copy of any Teacher Evaluation Form made by their supervisors within five (5) school days. The conference should be scheduled within one (1) day after the teacher receives this report unless extended by mutual agreement.

Teaching Evaluation Forms shall be submitted to the Superintendent's office and placed in the teacher's files, or otherwise acted upon after the conference. The teachers will

have an opportunity to attach a written statement to the evaluations and to sign the evaluation form. However, there shall be an understanding that such signature in no way indicates complete agreement with the contents thereof.

- c. Teachers will have the right, upon written request to the Superintendent, to review the contents of their personnel file, except for college credentials and confidential letters of recommendation, and to make copies of any documents in the file.
- d. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file until after the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer to be reviewed by the Superintendent and attached to the file copy.
- e. The Teacher Evaluation Form, as well as any other document in the teacher personnel file to which the teacher has access and to which he/she is allowed to set forth his/her position by submission of a written statement for inclusion in the personnel file, will be the primary basis upon which a determination is made to rehire the teacher, except for reasons of neglect of duty, inefficiency, immoral character, insubordination, incompetency, physical or mental disability, failure to maintain required certification or conduct unbecoming a teacher.
- f. In addition to the foregoing, the parties recognize the District's right to note impromptu incidents while on duty without using the Teacher Evaluation Form, provided that such incidents are reported to the teacher in writing within five (5) days of the District's documentation of such incidents. The District will have a maximum of thirty (30) days from the date of incident to determine whether such notification is appropriate.

## O. Payroll Deductions

### 1. Dues Deduction

- a. The Board agrees to deduct from the salaries of its employees dues for the Association as said teachers individually and voluntarily authorize in writing.
- b. The Board agrees to transmit the deducted monies promptly following each payroll to the treasurer of the Association.
- c. Dues shall be deducted in equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct fees.
- d. Additional authorizations, submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions shall be made in equal installments over the balance of the school year.
- e. The Association has continuous membership. The dues deduction form must be signed by the employee and countersigned by the Membership Chairman of the Association. Only forms co-signed by the two individuals will be considered valid for authorization to deduct dues.
- f. The Association will certify to the District, in writing, the current rate of its membership dues.
- g. When a deduction form is signed, co-signed, and submitted, it commits the teacher to a continuing and complete deduction of all dues listed on the form. Once a deduction is processed, the entire amount of dues will be deducted, even if a teacher enters or leaves the system in midyear.

### 2. Agency Fee

Effective July 1, 1984, the District shall deduct an Agency Fee from the salary of employees in the bargaining unit who are not members of the Johnstown Teachers Association in the amount



that is equivalent to the dues levied by the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The JTA affirms that it has adopted such procedures for refund of Agency Fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York

3. Credit Union Payroll Deductions

The Board agrees to deduct from the pay of a teacher the amount of money which the teacher authorizes for payment to the Fulton County Teachers' Federal Credit Union.

4. Benefit Trust Deductions

The Board agrees to deduct from the pay of a teacher the amount of money which the teacher authorizes in writing for transmittal to New York State United Teachers (NYSUT) in payment for any NYSUT sponsored benefit programs.

P. Tax Sheltered Annuities

1. The District will provide an IRS Section 125 Flexible Spending Plan for those members of the bargaining unit who wish to participate. Such plan will include, but not be limited to premium conversion, unreimbursed medical expenses and dependent care provisions. The District will assume any administrative fees for the plan. Moreover, the District agrees to continue to offer such plan as long as the District does not incur a loss from the implementation and administration of such plan. A loss for these purposes shall be defined as a cost to the District which exceeds the savings realized by the District through implementation of same.
2. The District will deduct such monies as authorized for those people who wish to enroll in a Tax Sheltered Annuity Program. Such authorization or changes therein will be presented to the District and will be processed within four (4) weeks of receipt or as otherwise allowable by the rules and regulations governing same.

Q. Health and Life Insurance

1. There shall be no diminution of existing health insurance benefit levels during the term of the Agreement. Effective November 1, 1983, the District shall provide the Blue Cross Matrix 1 Health Insurance Plan

(including a no-fault rider, vision care, hearing care and a major medical maximum increase to \$1,000,000) or its equivalent. The District shall contribute 85% of individual and dependent health insurance. The difference of 15% will be paid by the teacher.

2. Each participating teacher and post retiree will stipulate that he/she will not carry a double health plan if the husband or wife works elsewhere where such plan is in force.
3. The District agrees to hold harmless any and all members of the unit from any loss of specific benefits (except the addition of a no fault rider) and/or specific benefit levels from the Fulton Montgomery Schools Improved Plan C Health Insurance Program.
4. Employees hired on or before July 1, 1996 will maintain the existing lifetime cap of \$2,000 per covered individual as per page 35, Section 11(3)(B) of the 1995-96 Fulmont Health Trust Benefits Book. Employees hired after February 1, 1996 will have an annual cap of \$2,000 per covered individual.
5. The District will provide a \$10,000 double indemnity term life insurance policy on the life of each member of the bargaining unit. The yearly premium will be paid on the basis of 50% by the District and 50% by the individual teacher. Teachers who retire may continue their life insurance, with premium payments to be made in accordance with the provisions of the applicable life insurance policy. Seventy-five percent (75%) of the members of the group affected must enroll in order for the insurance plan to be provided or continued.
6. Effective July 1, 1984, the District shall implement the agreed upon Dental Plan identified in Attachment "A".
7. Deductibles
  - a. An annual in-and-out patient hospital deductible of \$240 per individual/\$720 per family will be part of the Health Insurance Plan provided to teachers. Commencing in the 2000-2001 school year, the District will reimburse teachers for the entire \$240 or \$720 individual/family deductibles upon receipt of proof of payment by teachers of such deductibles.
  - b. Effective February 1, 1996 the major medical deductible will increase to \$100 per individual/\$300 per family.

8. The District and the Association shall explore the possibility of changing to a different vision, hearing, and prescription provider(es) relating to health insurance. The purpose of any such change will be to continue benefits to teachers while at the same time reducing premium costs to the District and the teachers. The parties recognize that, if the Fulmont Trust or the District's health insurer prohibits such change in vision, hearing or prescription coverage, the parties will not be able to make such changes.

**R. Teacher Assistance**

Teachers, as professionals, are expected to devote a maximum amount of time to preparative and instructional duties. Whenever possible, therefore, the clerical work involved in the teaching process at the elementary level will be done by office personnel. Specific procedures to carry this out in each building should be worked out by the Principal and the teachers. Also, every effort will be made to have special teachers assume their teaching duties on the first full day of school of the school year.

Teachers will receive assistance with the following items:

Materials and equipment to be unpacked and to be placed in classrooms  
Pupil cumulative folders to be prepared  
Attendance cards to be prepared  
Census cards to be prepared  
Cabinet cards to be prepared  
Class lists to be prepared (copies for nurses and special teachers).

**S. Conferences**

Money allocated for teachers' conferences, but not used in one building or one level, may be transferred for use by teachers in another building or another level.

**T. Maintenance of Standards**

This Agreement and present terms and conditions of employment may not be altered, changed, added to, deleted from, or modified except through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

**U. Middle School Tenure**

If a Middle School is established, any tenured teacher who volunteers for a position within the Middle School or in the Elementary Schools, or Senior High School as a result of the reorganization and whose application is accepted, will not lose tenure.

**V. Maintenance of Staff**

If and when the District should find it necessary to eliminate teaching positions, the District will adhere to Section 2510 of the New York State Education Law.

**W. Just Cause**

1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or discharged without just cause. The operation of this clause will, in no way, diminish the rights of the Board to grant or deny tenure as provided under the Education Law.
2. This provision shall only apply to instances where the action taken is in writing and noted or placed in the teacher's personnel file.

**X. Performance Contracting**

The Board agrees not to hire performance contracting companies to replace or assume the duties of certified classroom teachers. This does not preclude the use of consultants and/or services provided by BOCES or the State Education Department.

**Y. Part-time Teachers/Teaching Assistants**

Members of the bargaining unit who do not work on a full-time basis will be entitled to benefits under this Agreement on a pro-rated basis calculated by the number of routine scheduled hours in comparison with full-time status. For example, a part-time teacher who works on a 50% work schedule will be entitled to benefits at 50% pro-rated calculations; more specifically, such teacher would only be entitled to 50% of the paid leave accruals and 50% contribution by the District towards applicable health insurance available. For the purposes of this article, Teachers and Teaching Assistants to be considered full-time must work more than thirty (30) hours per week. In other words, Teachers and Teaching Assistants who work less than thirty (30) hours per week will be considered part-time Teachers and Teaching

Assistants who will then be entitled to pro-rated benefits, in accordance with this article.

## ARTICLE VII

### PROTECTION OF TEACHERS

#### A. General

1. No teacher will be required to use his/her car to transport a pupil.
2. If a teacher is injured or his/her property is damaged or destroyed while in the scope of his/her employment, the District shall case such teacher to be saved harmless and will also indemnify such teacher for such injury or property, provided there is no contributory negligence on the part of the teacher.

#### B. Assistance in Assault or Civil Cases

1. Principals and teachers shall be required to report promptly all cases of assault suffered by teachers and/or civil actions filed against them in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report.
2. The School Board Attorney shall inform the teacher of his/her rights under the law and shall provide such information in a written document.
3. The School Board Attorney shall notify the teacher of his/her readiness to assist the teacher as follows:
  - a. By obtaining from the teacher, the Principal, and/or the police, relevant information concerning the incident;
  - b. By accompanying the teacher in court appearances; and
  - c. By acting in other appropriate ways and as liaison between teacher, police and courts.

C. Legal Counsel

The Board agrees to provide legal counsel to defend any teacher in any action arising out of an assault on a teacher or any reasonable disciplinary action taken against a student by a teacher.

**ARTICLE VIII**

**COURSES FOR SALARY CREDIT**

Teachers shall obtain prior approval of courses if the credit hours are to be used for additional salary. Courses must be discussed with Building Principals first, and then approved by the Superintendent.

**ARTICLE IX**

**EXTRA-CURRICULAR SERVICE**

Teachers shall provide service as chaperones, advisors and/or supervisors at school-sponsored dances, plays, educational trips, student groups, and pupil grounds seeking extra work or help in subject area, and other activities heretofore normally held outside the regular teaching day. Principals shall make assignments, if necessary, on a rotation basis in a fair and equitable manner.

All extra or co-curricular activities sponsored by the School District are integral parts of the instructional program, and all teachers participating in or conducting these activities will abide by the provisions of this contract and all the rules, regulations, and policies promulgated by the School District.

**ARTICLE X**

**CURRICULUM DEVELOPMENT**

- A. Whenever there is a need for the development or preparation of a curriculum, course of study, or other curriculum or departmental project of a substantial nature, the teachers in the particular department or teaching area shall devote the necessary time to the accomplishment of the project as part of their professional duties.

- B. When, during the summer recess or during any other recess or vacation period, a teacher accepts an assignment to develop curriculum, the teacher shall be compensated for his/her services at the rate of \$75 per five (5) hour day for each such day on which said services are rendered. All such assignments must receive the prior approval of the Superintendent.

## ARTICLE XI

### ASSISTING BEGINNING TEACHERS

Whenever possible, the experienced professional staff shall assist the beginning teachers to develop into effective members of the profession.

## ARTICLE XII

### BOARD-TEACHER RELATIONS AND INTERACTION

1. It has been the practice for Board Committees to meet with various departments and teacher committees regarding curriculum, instructional and other professional matters. The Board and JTA would like to encourage this practice.
2. Forming district-wide committees for development of educational programs: when such committees are appointed by the Superintendent, notice concerning their purpose will be placed in bulletins to staff, teachers wishing to serve will notify the Superintendent, the Superintendent may select individuals to staff committees from those who have indicated a desire to serve.
3.
  - a. The Association liaison committee will meet with the Superintendent and any administrators selected by the Superintendent on a bimonthly basis on the first Monday of the odd numbered calendar months. The purpose of these meetings will be to discuss any policy matters affecting teachers' terms and conditions of employment and to allow the teachers to present matters of interest and concern to the Administration.
  - b. The Association President and/or the Superintendent will provide each other with a written list of items which they may wish to discuss at the meeting at least seven (7) days in advance of the date of the meeting.

- c. All meetings will be held on a regular school day after teacher dismissal time and will be limited to no more than an hour unless mutually agreed upon by the parties.

## ARTICLE XIII

### TEACHERS COMPENSATION

#### A. Teachers Salary Schedule

1. Salary schedules shall be as set forth on *Schedules A-1, A-2, and A-3* annexed hereto. The salary schedules are annexed hereto inclusive of the 2005-06, 2006-07, and 2007-08 school year.
2. Effective July 1, 2005, members who have thirty (30) years of credited service on the salary schedule shall receive an annual longevity payment of one thousand (\$1,000) dollars.

#### B. Athletic, Supervisory, and Extra-Curricular Salary Schedules

Services shall be as set forth on *Schedule B* annexed.

Members of the bargaining unit serving as coaches in interscholastic sports in the District will be entitled to longevity payments. More specifically, members of the bargaining unit who serve in a coaching position for 11-14 consecutive years will be entitled to an additional \$500 longevity payment over and above the coaching stipend amount set forth in Schedule "B" of the contract. Thereafter, members of the bargaining unit who serve in a coaching position for 15-19 consecutive years, will be entitled to a longevity payment of \$750 for such service. Finally, members of the bargaining unit who serve in a coaching position for more than twenty (20) consecutive years in the District, will be entitled to a coaching longevity payment of \$1,000 over and above the stipend paid pursuant to Schedule "B".

Members of the bargaining unit who have a break in coaching service for one (1) year will not lose their service credit towards the coaching longevity payments hereunder. However, members of the bargaining unit who have a break in coaching service for more than one (1) year will lose their service credit towards the coaching longevity payment. Furthermore, Schedule "B" of the collective bargaining agreement which sets forth the stipends for coaching positions will be adjusted by 3% in each year of the new contract.



However, prior to the 3% adjustment to the coaching and/or extra-curricular stipends, the stipends will be adjusted by the application of a \$15,000 lump sum adjustment figure distributed to such stipends.

C. **Yearbook Advisor**

The Yearbook Advisor shall be excused from one required supervisory period per day, to a maximum of 183 such periods in a school year. Where there are two Yearbook Advisors, the District shall, upon the joint written request of both advisors made no later than July 15 of each school year, excuse one of the two Advisors during the first semester of the school year, for no more than ninety-two (92) such periods; and excuse the other of the two Advisors during the second semester of the school year, for no more than ninety-two (92) such periods.

D. **Music Festivals**

Each music teacher who participates in the Fulton County Music Festival and/or the All State Music Festival shall receive a stipend of \$104 for the day of the festival.

E. **Academic Competitions**

Any teacher who participates with district pupils in an academic competition shall receive a stipend of \$104 per event provided such activity is not covered by a co-curricular schedule stipend.

F. **I.E.P. REPORT PREPARATION**

Special education teachers and speech therapists will receive one or two days release time per year for the purpose of completing their IEP reports. The decision on whether a second day will be provided will be based on a needs assessment as determined by the Director of Special Education in consultation with the member.

G. **Guidance Counselor Extra Pay Duty**

Guidance Counselors will be compensated 1/184<sup>th</sup> of their annual salary per day for any work assigned by the Superintendent and/or his/her designee in consultation with the Guidance Counselor for any work assigned beyond, or in addition to, the school calendar work year.

H. **Tuition Free Enrollment**

The Board will allow school-age children of members of the collective bargaining unit to attend school in the Johnstown School District tuition-free. This Agreement is subject to available space and room as established by administrative guidelines.

I. **Payment of Stipends**

Members of the bargaining unit who serve as extracurricular advisors or coaches of an interscholastic sport will only be entitled to one stipend for such service. For example, if a member of the bargaining unit is appointed as the Senior Class Advisor, the member will be entitled to one stipend for such service and will not be entitled to payment of two stipends if a co-advisor is not appointed. As another example, if a bargaining unit member is appointed as the Head Soccer Coach, the bargaining unit member shall be entitled to the stipend applicable to the Head Coach position and shall not be entitled to receive stipends for one or more of the assistants if such assistant positions are not filled through appointments.

## **ARTICLE XIV**

### **SCHOOL CALENDAR**

The District will provide the Association with a copy of the proposed BOCES school year calendar as soon as it becomes available, and the Association will provide its input or response to the Superintendent and the appropriate committee of the Board with respect to the proposed BOCES calendar. The Association committee may, if it desires, submit any additional information pertaining to the proposed calendar to the Board.

The Board will adopt a calendar for the following school year. Copies of the adopted calendar will be incorporated in the Board-Association agreement for the following school year.

In the event of an emergency causing the loss of scheduled school days, representatives of the Board and the Association will negotiate make-up days. If no agreement is reached within a reasonable length of time, the Board may act on its own motion.

"Open House" will be set forth in the calendar for each school year.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### B. Definitions

1. **Grievance** is any alleged violation of a provision of this Agreement.
2. **Supervisor** shall mean the administrative or supervisory officer responsible for the area in which an alleged grievance arises.
3. **Aggrieved Party** shall mean the Association, who may grieve on its own motion, and/or any person or group of persons in the negotiating unit filing a grievance, or on whose behalf it is filed. The Superintendent and/or the Board shall also have the right to file a grievance against the Association or individual teacher or teachers.
4. **Party in Interest** shall mean any party named in a grievance who is not the aggrieved party.
5. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.
6. **Days** shall mean days other than weekends and holidays.

### **C. Procedures**

1. Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible or causing the grievance, general statement of the nature of the grievance, and the redress sought by the aggrieved party. If the Association grieves, it will follow the above procedure and also identify the individual teacher or teachers for whom it is filing the grievance.
2. Except for the informal decision at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the aggrieved and the Association.
3. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance.
4. Except at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance in which a hearing is held to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
5. Forms for filing grievances, serving notices, taking appeals, and forms for making reports and recommendations will be developed by the Association.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2, 3 of this procedure, except that such representative may not be a representative of a competing employee organization.

8. Official minutes will be kept, at Board expense, of all hearings at Stages 2 and 3. If stenographic minutes are required at any stage, the parties will share the expense. A copy of such minutes will be made available to the aggrieved party and the Association within two (2) days after the conclusion of hearings at Stages 2, 3, and 4, and they will advise the appropriate Hearing Officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error.
9. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided.
10. When the Superintendent is the grievant, he/she shall file his grievance with the Association and provide a copy of his grievance to the individual teacher or teachers against whom he/she is grieving, as well as to the President of the Board. Within ten (10) days, the Superintendent shall meet with the Association representatives in an attempt to resolve the grievance. If the grievance may not be resolved, the Superintendent, within fifteen (15) days shall request the Board to hold a hearing in accordance with the procedures set forth in Stage 3. If the Superintendent is not satisfied with the Board's decision, he/she may submit the grievance to arbitration in accordance with the procedures set forth under Stage 4.
11. If the Board is the grievant, they shall file their grievance with the Association and the individual teacher or teachers against whom they are grieving. Within fifteen (15) days, the Association representatives shall meet with the Board or its representatives to resolve the grievance. If the grievance is not resolved at the informal meeting, the Board may submit the grievance to arbitration by providing written notice to the Association within ten (10) days after the informal meeting. The procedures for arbitration set forth in Stage 4 will then apply.

**D. Time Limits**

1. Since it is important to good relationships that grievances be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-two (22) days after the

Teachers' Association knew or should have known of the act or condition on which this grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### **E. Stages of Grievance**

##### **1. Stage 1 – Supervisor**

- a. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within twenty-two (22) days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the teacher, his/her representative and the Association.

##### **2. Stage 2 – Superintendent**

- a. If the teacher initiating the grievance and the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Superintendent may be filed within seven (7) days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal. The written appeal will contain a statement from the Association that they deem the grievance to be meritorious.

- b. The Superintendent, or his/her duly authorized representative, may hold a hearing with the teacher, his/her representative and all other parties in interest.
- c. The Superintendent shall render a decision in writing to the teacher, his/her representative and the Association within twenty-two (22) days after the receipt of the appeal described in 2.a.

3. Stage 3 – Board of Education

- a. If the teacher and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) days after receiving the decision at Stage 2.
- b. Within ten (10) days after the receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be closed to the public.
- c. Within twenty-two (22) days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

4. Stage 4 – Arbitration

- a. After the Board's decision has been rendered, if the teacher and/or Association are not satisfied with the decision at Stage 3 and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) days of the decision at Stage 3.
- b. The rules and procedures of the American Arbitration Association will then apply in the selection of an arbiter and the conduct of procedures.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in

writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs of the services of the arbitrator will be borne equally by the Board of Education and the Association.

## ARTICLE XVI

### DURATION

This Agreement shall be binding and in full force and effect from July 1, 2005 to June 30, 2008 and will continue thereafter until a successor agreement is reached, subject to any changes in the law regarding successor agreements.

## ARTICLE XVII

### COMPLETION OF NEGOTIATIONS

The approval of this Agreement by both parties signifies the completion of negotiations for the designated school years.

## ARTICLE XVIII

### APPROVAL

The signatures affixed below signify that this Agreement has been approved by the Association and by a majority of the members of the Board.



## ARTICLE XIX

### ASSOCIATION RIGHTS

1. Members of the JTA Representative Council will be allowed release time at pupil dismissal once a month for committee meetings.
2. The Association will provide the administration with a tentative list of days and dates of Representative Council meetings no later than October 1 of the school year. They will further provide a list of officers and members of the Representative Council at that time. If there is any change of any of the above dates, the Association will notify the administration at least one week in advance of such change. This notification requirement will not apply to emergency meetings of the Representative Council.
3. The Association will give two (2) days notice to Business Personnel and the Principal involved when requesting the use of school facilities for JTA meetings except if any emergency situation arises.
4. JTA will be allowed to use the school mailboxes and Faculty Room bulletin boards for the dissemination of Association-related materials.
5. The JTA agrees to reimburse the school district for any materials (paper, ink, etc.) which are used when it uses the school district's duplicating machine.
6. In the event that the Public Employment Relations Board requires the attendance of a teacher(s) at a hearing or conference scheduled by PERB, the teacher(s) will not lose pay for the time spent at the conference or hearing.
7. The Association president shall be released the equivalent of one period per week from his/her supervisory duties for the purpose of meeting with the District administration, for the purpose of discussing Association business, or for the purpose of attending to other Association matters.

**ARTICLE XX**  
**SPECIAL CONDITIONS RELATING TO**  
**TEACHING ASSISTANTS**

- A. Teaching Assistants will be part of the bargaining unit under this contract.
- B. The work year for Teaching Assistants will be the same as the work year for teachers. For clarification, Teaching Assistants shall work days that teachers are required to be in attendance, even though students may not be in attendance.
- C. In the event of an emergency school closing or delay, Teaching Assistants will be paid their regular daily rate of pay, up to a maximum of three (3) such days per year. The District may schedule make-up days due to an emergency school closing, such days to be determined by the Superintendent and/or his or her designee. Teaching Assistants will be expected to report to work on such make-up days.
- D. Teaching Assistants will be entitled to six (6) paid holidays per school year. These holidays will be designated on a year-to-year basis by the Superintendent of Schools and/or his or her designee. The Superintendent shall advise the Teaching Assistants, in writing, by August 31<sup>st</sup> of each school year of the days so designated as the six (6) paid holidays. The Superintendent and/or his or her designee must select as holidays six of the holidays deemed holidays under the Civil Service Employees Association's collective bargaining agreement.
- E. The work day for Teaching Assistants may vary and will be established by the Superintendent and/or his or her designee. The work day will be defined as the amount of time the bargaining member works and is subsequently paid.
- F. Teaching Assistants who are required by a central office administrator, a building principal, an assistant principal and/or district director to attend open houses, parent-teacher conferences, workshops or staff development days shall be paid in accordance with the compensation provisions of this Agreement.
- G. Teaching Assistants will be entitled to the same number of sick leave days, serious family illness days, personal leave days and bereavement leave days as are provided to members of the bargaining unit (i.e., teachers).

- H. Teaching Assistants will be entitled to health insurance at the same contribution level as eligible teachers.
- I. Teaching Assistants shall be paid on an hourly basis at the rates attached hereto as Schedule "C". Said rates will be paid for hours worked each week up to a maximum of forty (40) hours per week. Overtime will be paid for hours worked in excess of forty (40) hours actually worked in any one work week. In addition, Teaching Assistants will receive a 4% increase to their hourly wages.

## ARTICLE XXI

### PURSUANT TO SECTION 204-a (TAYLOR LAW)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### BOARD OF EDUCATION OF THE GREATER JOHNSTOWN SCHOOL DISTRICT

By: Richard J. McKeown Dated: April 5, 2006

#### JOHNSTOWN TEACHERS ASSOCIATION

By: Kathryn Hajicek Dated: April 5, 2006  
Kathryn Hajicek, President

**SCHEDULE A-1**

**TEACHER SALARY SCHEDULE**

**2005-2006**

STEP	BA(A)	BA+30 (B)	MA (C)	BA+60 (D)	MA+30 (E)
1	35,285	36,670	37,298	38,643	39,485
2	35,635	37,021	37,420	38,992	39,835
3	36,001	37,387	37,614	39,356	40,065
4	36,366	37,753	37,973	39,724	40,566
5	36,647	38,344	38,111	40,090	40,932
6	37,287	39,228	38,737	40,730	41,573
7	38,286	40,213	39,721	41,735	42,577
8	39,346	41,216	40,707	42,738	43,579
9	40,782	42,296	41,693	43,746	44,587
10	41,784	43,228	43,202	44,749	45,591
11	42,789	44,118	44,416	45,752	46,595
12	43,851	45,123	45,419	46,758	47,602
13	44,852	46,128	46,474	47,761	48,602
14	45,804	46,962	47,593	48,768	49,271
15	46,808	48,079	48,710	49,771	50,616
16	47,813	49,143	49,827	50,777	51,617
17	48,818	50,147	50,750	51,781	52,625
18	49,822	51,151	51,811	52,785	53,628
19	50,825	52,153	52,872	53,793	55,082
20	51,832	53,104	54,802	54,795	55,639
21	52,837	54,109	55,998	55,799	56,640
22	54,204	55,423	57,256	57,172	58,012
23	55,262	57,179	59,174	58,576	59,186
24	57,850	59,387	61,036	60,656	61,786
25	60,170	61,143	62,893	63,859	63,937
26	63,039	64,403	66,194	65,767	66,442

## SCHEDULE A-2

### TEACHER SALARY SCHEDULE 2006-2007

STEP	BA(A)	BA+30 (B)	MA (C)	BA+60 (D)	MA+30 (E)
1	36,343	37,770	38,417	39,802	40,670
2	36,704	38,132	38,542	40,161	41,030
3	37,081	38,509	38,742	40,537	41,267
4	37,457	38,885	39,112	40,916	41,782
5	37,747	39,494	39,254	41,292	42,160
6	38,406	40,404	39,899	41,952	42,820
7	39,435	41,420	40,913	42,987	43,854
8	40,526	42,453	41,928	44,020	44,887
9	42,005	43,565	42,944	45,059	45,924
10	43,038	44,525	44,498	46,092	46,959
11	44,073	45,442	45,748	47,124	47,993
12	45,167	46,477	46,781	48,161	49,031
13	46,198	47,511	47,868	49,194	50,060
14	47,178	48,371	49,021	50,231	50,749
15	48,213	49,522	50,171	51,264	52,135
16	49,247	50,618	51,322	52,300	53,166
17	50,282	51,651	52,273	53,335	54,204
18	51,317	52,685	53,365	54,369	55,237
19	52,350	53,718	54,458	55,407	56,735
20	53,387	54,697	56,446	56,439	57,308
21	54,422	55,732	57,678	57,473	58,339
22	55,830	57,086	58,973	58,887	59,752
23	56,919	58,895	60,949	60,333	60,961
24	59,585	61,168	62,867	62,475	63,639
25	61,975	62,977	64,780	65,775	65,855
26	64,930	66,335	68,180	67,740	68,435

**SCHEDULE A-3**

**TEACHER SALARY SCHEDULE**

**2007-2008**

STEP	BA(A)	BA+30 (B)	MA (C)	BA+60 (D)	MA+30 (E)
1	37,434	38,903	39,570	40,996	41,890
2	37,805	39,276	39,699	41,366	42,261
3	38,193	39,664	39,904	41,753	42,505
4	38,581	40,052	40,286	42,143	43,036
5	38,879	40,679	40,432	42,531	43,425
6	39,558	41,617	41,096	43,211	44,105
7	40,618	42,662	42,140	44,276	45,170
8	41,742	43,727	43,186	45,341	46,233
9	43,265	44,872	44,232	46,410	47,302
10	44,329	45,861	45,833	47,475	48,367
11	45,395	46,805	47,121	48,538	49,433
12	46,522	47,871	48,185	49,605	50,501
13	47,584	48,937	49,304	50,670	51,561
14	48,594	49,822	50,492	51,738	52,272
15	49,659	51,007	51,676	52,802	53,699
16	50,724	52,136	52,862	53,869	54,761
17	51,791	53,201	53,841	54,935	55,830
18	52,856	54,266	54,966	56,000	56,894
19	53,921	55,329	56,092	57,069	58,437
20	54,988	56,338	58,140	58,132	59,027
21	56,055	57,404	59,408	59,197	60,089
22	57,505	58,799	60,743	60,654	61,545
23	58,627	60,662	62,777	62,143	62,790
24	61,373	63,003	64,753	64,350	65,548
25	63,834	64,866	66,723	67,748	67,831
26	66,878	68,325	70,225	69,772	70,489

## SCHEDULE A-4

### TEACHER ASSISTANT SALARY SCHEDULE

2004-05	2005-06	2006-07	2007-08
8.22	8.55	8.89	9.25
9.67	10.06	10.46	10.88
9.97	10.37	10.78	11.21
10.96	11.40	11.85	12.33
11.26	11.71	12.18	12.67
11.29	11.74	12.21	12.70
12.71	13.22	13.75	14.30

The schedule reflects a four percent (4%) increase in each year based on the salary each teacher assistant was receiving in 2004-2005. To identify the salary for each school year, one should read laterally, instead of down and over. It is important to note that this schedule is structured differently than the teachers' salary schedule.

## SALARY SCHEDULE PROVISION

1. Teachers will be assigned to the salary schedule appropriate to their years of training. Certified college transcripts must be submitted to substantiate the salary schedule assignment.
2. Teachers entering the District may be given credit for previous teaching experience in either public or private schools. This will include credit for up to five (5) years of military service, assuming that the discharge from military service was honorable or up to five (5) years of related work experience, even though such prior work experience may not be in teaching or education.

3. Remuneration for Graduate Study

- a. Teachers will be paid at the rate of \$32 for each hour of graduate credit earned for off-schedule hours.
- b. Payment will be made for those credit hours earned between the Bachelor's degree and the Bachelor's plus seventy-five (75) hours, and between the Master's degree and the Master's degree plus seventy-five (75) hours.

Teachers who do not have the Bachelor's degree, but who have life or permanent certificates will also be eligible for this program. In these cases, only the first thirty (30) graduate hours completed after the granting of the life or permanent certificate will be eligible for remuneration.

- c. All graduate work meeting the requirements of this amendment, regardless of when completed, will be eligible for remuneration under this program.
- d. Guidelines for defining the hours eligible for this purpose:
  - 1) They shall be completed subsequent to completion of the preparation necessary for a baccalaureate degree, except in the case of life certificate teachers who do not hold the Bachelor's degree.
  - 2) They must be taken in a recognized educational institution.



- 3) They must be in the field of the teacher's work, or in the general field of education and should serve the purpose of helping the teacher become more effective in carrying out his/her teaching responsibilities. (It is assumed that all courses prescribed by the State Education Department for fulfilling certification requirements will be acceptable).
  - 4) Each teacher shall keep his/her Principal and the Superintendent of Schools informed of courses to be taken. In the event of a question regarding the acceptability of a particular course, the teacher, Principal and the Superintendent will meet to discuss and resolve the matter.
  - 5) The Superintendent has the responsibility for authorizing salary increases in accordance with the provisions of this policy.
- e. Compensation for additional graduate credit hours earned and not previously credited will be added to payrolls in full as of October 1 and February 1 in each school year provided that written notification shall have been received by the Superintendent's office prior to these dates. The amount added shall be prorated over the remaining pay periods for the year.

4. Remuneration for In-Service Courses

In-service credit shall be granted for courses sponsored by the Greater Johnstown School District, SETRC, the Teacher Center, an accredited college or university, or any other program, provided that any such course or program receives the prior approval of the Superintendent. Remuneration for such approved course work shall be at the same rate as for graduate credit hours for each credit hour earned. One (1) credit hour shall be granted for each fifteen (15) contact hours.

5. Additional Compensation

Any teacher contemplating retirement may do so by notifying the Superintendent, in writing, after a minimum of fifteen (15) years of service, of his/her intentions to retire effective at the conclusion of the sixteenth (16<sup>th</sup>) year of service. This notice shall be provided prior to September 1 of the sixteenth (16<sup>th</sup>) year of service. At the end of the retirement year, such teacher shall receive a lump sum payment of \$500 or \$5.00 per day for all unused sick leave (excluding accumulated sick bank days), whichever is greater. If such teacher will provide additional service to the District of not more than one-half hour per day during his/her last year of service, as

directed by the Superintendent, the lump sum payment will be reported to the retirement system as earned income for the purpose of computing the teacher's retirement amount.

## SCHEDULE B-1

### EXTRA-CURRICULAR SCHEDULE

Position	2005-06	2006-07	2007-08
Yearbook Advisor (HS)	3,263	3,344	3,428
Assistant	1,631	1,672	1,713
Student Council	2,718	2,786	2,856
Assistant	1,631	1,672	1,713
International Club Advisor	2,718	2,786	2,856
Assistant	1,631	1,672	1,713
Newspaper Director (HS)	1,631	1,672	1,713
Jazz Club and/or Madrigal Choir	2,718	2,786	2,856
Senior Class Co-Advisor	1,631	1,672	1,713
Senior Class Co-Advisor	1,631	1,672	1,713
Junior Class Co-Advisor	1,359	1,393	1,428
Junior Class Co-Advisor	1,359	1,393	1,428
Sophomore Class Co-Advisor	1,088	1,115	1,143
Sophomore Class Co-Advisor	1,088	1,115	1,143
Freshman Class Co-Advisor	816	836	857
Freshman Class Co-Advisor	816	836	857
<b><u>MARCHING BAND</u></b>			
Director	2,718	2,786	2,856
Assist 1 (Assistant Director)	1,631	1,672	1,713
Assist 2 (Knox Band Director)	1,631	1,672	1,713
Assist 3 (Drill Instructor)	1,196	1,226	1,257
Assist 3 (Percussion Instructor)	1,196	1,226	1,257
Assist 4 (Frontline Flag)	816	836	857
Winter Color Guard	2,175	2,229	2,285
Assistant	1,631	1,672	1,713

### Extra-Curricular Schedule (continued)

Position	2005-06	2006-07	2007-08
Jazz Band Director	1,631	1,672	1,713
JHS Musical Director	2,447	2,508	2,571
Assistant Director	1,903	1,961	2,000
Accompanist	1,359	1,393	1,428
Women's Chorale	1,413	1,449	1,485
JHS Play Director	2,447	2,508	2,571
Assistant Director	1,903	1,951	2,000
Science Club	2,447	2,508	2,571
SADD Advisor	1,088	1,115	1,143
Key Club Advisor	1,088	1,115	1,143
Post Prom Coordinator	1,088	1,115	1,143
French Exchange	543	557	571
Honor Society	816	836	857
Cheerleading - Fall	952	976	1,000
Assistant 1	680	697	714
Assistant 2 (Knox)	340	348	357
Cheerleading - Winter	952	976	1,000
Assistant 1	680	697	714
Assistant 2 (Knox)	340	348	357
Knox Yearbook Advisor	1,359	1,393	1,428
Assistant	816	836	857
Knox Dramatics	1,359	1,393	1,428
Knox Student Council	1,359	1,393	1,428

### Extra-Curricular Schedule (continued)

Position	2002-03	2003-04	2004-05
Knox Jazz Band	816	836	857
Knox Select Chorus	1,359	1,393	1,428
Knox Newspaper	1,359	1,393	1,428
Knox Foreign Language Club	1,088	1,115	1,143
Knox Intramurals (Hourly Rate)			

- \* Additions/adjustments to the above extra-curricular schedule shall be made by a committee consisting of the Johnstown Teachers Association President, the Activity Advisor and two (2) administrators.

In activities where there are co-advisorships, there is an assumption that the need for co-advisorships exists. That need is based on the amount of work and/or responsibility associated with each assignment.

**SCHEDULE B-2**  
**ATHLETIC SALARY SCHEDULE**

**Coaching Salaries**

<b>Position</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
<b><u>BASEBALL</u></b>			
Head Coach	3,100	3,177	3,257
Assistant 1	2,284	2,341	2,399
Assistant 2	2,121	2,174	2,228
Assistant 3	2,012	2,062	2,114
<b><u>BASKETBALL (Boys)</u></b>			
Head Coach	3,697	3,790	3,884
Assistant 1	2,612	2,677	2,744
Assistant 2	2,447	2,508	2,571
Assistant 3	2,284	2,341	2,399
Assistant 4	2,175	2,229	2,285
<b><u>BASKETBALL (Girls)</u></b>			
Head Coach	3,697	3,790	3,884
Assistant 1	2,612	2,677	2,744
Assistant 2	2,447	2,508	2,571
Assistant 3	2,284	2,341	2,399
<b><u>BOWLING</u></b>			
Head Coach	1,903	1,951	2,000
<b><u>CROSS COUNTRY</u></b>			
Head Coach	2,447	2,508	2,571
Assistant 1	1,631	1,672	1,713
<b><u>FIELD HOCKEY</u></b>			
Head Coach	3,100	3,177	3,257
Assistant 1	2,284	2,341	2,399
Assistant 2	2,012	2,062	2,114
Assistant 3	1,700		

## SCHEDULE B-2

### ATHLETIC SALARY SCHEDULE

#### Coaching Salaries

Position	2005-06	2006-07	2007-08
<b><u>TENNIS (Boys)</u></b>			
Head Coach	1,903	1,951	2,000
<b><u>TENNIS (Girls)</u></b>			
Head Coach	1,903	1,951	2,000
<b><u>TRACK</u></b>			
Head Coach	3,100	3,177	3,257
Assistant 1	2,284	2,341	2,399
Assistant 2	2,121	2,174	2,228
Assistant 3	2,012	2,062	2,114
<b><u>VOLLEYBALL</u></b>			
Head Coach	3,100	3,177	3,257
Assistant 1	2,284	2,341	2,399
Assistant 2	2,012	2,062	2,114
<b><u>WRESTLING</u></b>			
Head Coach	3,263	3,344	3,428
Assistant 1	2,447	2,508	2,571
<b><u>FOOTBALL</u></b>			
Head Coach	3,914	4,012	4,113
Assistant 1	2,827	2,898	2,970
Assistant 2	2,610	2,675	2,742
Assistant 3	2,447	2,508	2,571
Assistant 4	2,338	2,396	2,456
Assistant 5	2,066	2,118	2,171
Assistant 6	1,903	1,951	2,000
Assistant 7	1,600		
<b><u>GOLF</u></b>			
Head	1,903	1,951	2,000

## ATHLETIC SALARY SCHEDULE

### Coaching Salaries

Position	2005-06	2006-07	2007-08
<b><u>ALPINE SKIING</u></b>			
Head Coach	3,100	3,177	3,257
<b><u>CROSS COUNTRY SKIING</u></b>			
Head Coach	3,100	3,177	3,257
<b><u>SOCCER (Boys)</u></b>			
Head Coach	3,100	3,177	3,257
Assistant 1	2,284	2,341	2,399
Assistant 2	2,012	2,062	2,114
<b><u>SOCCER (Girls)</u></b>			
Head Coach	3,100	3,177	3,257
Assistant 1	2,284	2,341	2,399
Assistant 2	2,012	2,062	2,114
<b><u>SOFTBALL (Girls)</u></b>			
Head Coach	3,100	3,177	3,257
Assistant 1	2,284	2,341	2,399
Assistant 2	2,012	2,062	2,114
<b><u>SWIM (Boys)</u></b>			
<i>(paid by Fonda- Fultonville)</i>			
Head Coach	2,990	3,065	3,141
Assistant	1,305	1,337	1,371
<b><u>SWIM (Girls)</u></b>			
Head Coach	2,990	3,065	3,141
Assistant	1,305	1,337	1,371
<b><u>LACROSSE (Boys)</u></b>			
Head Coach	2,990	3,065	3,141
Assistant	1,305	1,337	1,371
<b><u>LACROSSE (Girls)</u></b>			
Head Coach	3,100	3,177	3,257
Assistant	2,284	2,341	2,399
<b>Strength Coach</b>	\$343/mo.	\$343/mo.	\$343/mo.



## ATTACHMENT A

### DENTAL PLAN

PREVENTIVE SERVICES	GENERAL SERVICES	MAJOR SERVICES
		Employee pays \$50 calendar year deductible*
<ul style="list-style-type: none"> <li>* oral examinations</li> <li>* x-rays</li> <li>* cleaning of teeth</li> <li>* fluoride applications (for children)</li> <li>* space maintainers</li> <li>* emergency office visits</li> </ul> <p><b>PLAN PAYS 100%</b></p>	<ul style="list-style-type: none"> <li>* fillings</li> <li>* general anesthetics</li> <li>* injectable antibiotics</li> <li>* extractions</li> <li>* oral surgery</li> <li>* endodontics</li> <li>* periodontics</li> <li>* repair of prosthetic appliances</li> </ul> <p><b>PLAN PAYS 85%</b></p> <hr/> <p><b>EMPLOYEE PAYS THE BALANCE</b></p>	<ul style="list-style-type: none"> <li>* bridges and dentures</li> <li>* crowns and gold</li> <li>* replacement of damaged appliances</li> </ul> <p><b>PLAN PAYS 50%</b></p> <hr/> <p><b>EMPLOYEE PAYS THE BALANCE</b></p>

The plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies.

**MAXIMUM BENEFIT** ..... \$1,000 for each insured family member, each calendar year

\* Family Deductible:    ☐    \$150 each calendar year  
                                      ☐    Does not apply

## **ORTHODONTIC BENEFITS**

### **BENEFIT**

After a deductible, if any, the plan pays 50% of covered orthodontic charges, up to the maximum shown below:

The plan covers orthodontic treatment required to correct malposed teeth, under any of the following diagnoses:

- extreme bucco-lingual version of teeth (unilateral or bilateral)
- protrusion of maxillary teeth of more than 4mm
- protrusive or retrusive relation of maxillary or mandibular arch of at least one cusp
- an arch length discrepancy of 4 or more mm

The initial appliance for active treatment must be installed while the patient is insured.

### **PAYMENT SEQUENCE**

If treatment is expected to continue for two or more years, the benefit will be paid in eight equal installments, at 90 day intervals, beginning when the appliance is installed.

If treatment is expected to last less than two years, the benefit is divided into equal installments, at 90 day intervals, over the estimated course of treatment, beginning when the appliance is installed.

Benefits will be paid until the maximum is reached or insurance terminates, if sooner. The benefit for a 90 day interval is payable if the patient is insured at the beginning of the interval.

**MAXIMUM LIFETIME BENEFIT:**                      **\$1,000 per person**

**LIFETIME DEDUCTIBLE:**                      **\$ 50 per person**

**orthodontic benefits cover only dependent children**

# DENTAL BENEFITS

## BENEFIT

The plan covers the following charges for necessary care and treatment, up to those made by most dentists in the area for similar services.

## COVERED CHARGES

- \* Oral Examinations - Every six months
- \* Cleaning of Teeth - Every six months
- \* Fluoride Applications for Children - Once each calendar year
- \* Space Maintainers
- \* Emergency Visits - Emergency care to relieve pain, when no other dental treatment is given. If other treatment, except x-rays, is given, the benefit is based on that treatment.

- \* X-Rays - X-Rays and laboratory tests are covered when required to diagnose a condition or examine the progress of a specific treatment.

Full mouth x-rays, as part of a general examination, are covered once every three years.

Bitewing, and other x-rays taken as part of a general examination, are covered once every six months.

- \* Fillings - Silver (amalgam), porcelain and plastic fillings to restore the structure of teeth that have been broken down by decay or injury.
- \* Oral Surgery and Extractions - All extractions and other oral surgery including treatment of fractures and dislocations. Allowances include post-operative care.
- \* General Anesthetics - Separate charges for general anesthetics with oral surgery, periodontics, and treatment of fractures or dislocations.

- Charges for local anesthetics are included in the allowances for treatments requiring local anesthesia. Separate charges for local anesthetics are not covered.
- \* Drugs
  - Injectable antibiotics administered by a dentist or physician.
- \* Periodontics
  - Treatment of the gums and supporting structure of the teeth.
- \* Endodontics
  - Root canal therapy and other endodontic treatment.
- \* Crowns and Gold Restorations
  - Crowns and gold fillings are covered if a tooth cannot be reconstructed by any other filling material. If the tooth can be restored with less expensive materials, the benefit will be based on those materials.
  - Replacement crowns and gold fillings are covered if the original is over 5 years old.
- \* Prosthodontics
  - Full or partial dentures and fixed or partial removable bridgework to replace missing natural teeth, extracted.
  - √ after insurance coverage began
  - before or after insurance coverage began
  - Rebasing or repairing damaged dentures and adding teeth to existing dentures
  - Dentures of bridges to replace existing appliances are covered, even if the teeth were extracted before coverage began, if the appliance is more than 5 years old and cannot be made serviceable.
  - Charges for specialized techniques, precision attachments, personalization or characterization of dentures, and additional adjustments within six months of installation are not covered. When a permanent denture replaces a temporary one, charges for both are limited to the charge for the permanent one.

## ATTACHMENT B

### 403(b) AGREEMENT

THIS AGREEMENT is entered into as of the 31<sup>st</sup> day of the December, 2003, by and between the Greater Johnstown School district ("Employer") and the Johnstown Teachers Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employers and the Association as follows:

Effective for the time period beginning July 1, 2003 through June 30, 2005, the Employer and the Association agree to the following

#### Employer Non-elective Contribution to 403(b) Plan

1. No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) herein.
2. Contribution Limits. In any applicable year, the maximum Employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) accounts, the contribution limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employees after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the employer as follows

*For all members, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.*

3. 403(b) Accounts: Employer Non-elective Contributions shall be deposited into an account agreed upon by the Employer and the Association
4. Tier I Adjustments. For Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System